APPENDIX
PERFORMANCE MEASUREMENTS

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

1.1 This Appendix sets forth the measurements, if met by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC), that demonstrate non-discriminatory access to **SBC-13STATE**'s Operations Support Systems (OSS) and cover the five recognized OSS functions (Pre-Ordering, Ordering, Provisioning, Maintenance and Repair, and Billing).

1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.

1.3 As used herein, **SBC-13STATE** means the applicable above listed ILEC doing business in Arkansas, California, Connecticut, Illinois, Indiana, Kansas, Michigan, Missouri, Nevada, Ohio, Oklahoma, Texas, and Wisconsin.

1.4 As used herein, **SBC-SWBT** means the applicable above listed ILEC doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.

1.5 As used herein, **SBC-AMERITECH** means the applicable above listed ILEC doing business in Illinois, Indiana, Michigan, Ohio, and Wisconsin.

1.6 As used herein, **SBC-SNET** means the applicable above listed ILEC doing business in Connecticut.

1.7 As used herein, **PACIFIC** means the applicable above listed ILEC doing business in California.

1.8 As used herein, **NEVADA** means the applicable above listed ILEC doing business in Nevada.

1.9 As used herein, **Service Bureau Provider** means a company which has been engaged by CLEC to act as its agent for purposes of accessing SBC-LEC's OSS application-to-application interfaces.

1.10 The performance measurements contained herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties' rights and obligations with respect to OSS access. The

existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **SBC-13STATE** is limited to providing any particular manner of access. The parties' rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.

2. SOLE REMEDY

2.1 These liquidated damages shall be the sole and exclusive remedy of CLEC for **SBC 13-STATE**'s failure to meet specified performance measures and shall be in lieu of any other damages CLEC might otherwise seek for such breach through any claim or suit brought under any contract or tariff.

3. DEFINITIONS

3.1 When used in this Appendix, the following terms will have the meanings indicated:

3.1.1 Performance Criteria

3.1.1.1 The target level of **SBC-13STATE** performance specified for each Performance Measurement. Generally, the Performance Measurements contained in this Appendix specify performance equal to that which **SBC-13STATE** achieves for itself in providing equivalent end user service as the Performance Criterion. Parity exists when the measured results in a single month (whether in the form of means, proportions, or rates) for the same measure, at equivalent disaggregation for both **SBC-13STATE** and CLEC are used to calculate an appropriate test statistic and the resulting test value has an associated probability that is no less than the critical probability indicated in the Table of Critical Values shown in Section 9.

3.1.1.2 Performance Measurements for which parity calculations are not possible have a specified *standard* as the Performance Criterion. Compliance is assessed by comparing the result obtained by the CLEC with the applicable standard using an appropriate statistical test. The result is compliant if the probability associated with the test statistic is no less than the critical probability indicated in the Table of Critical Values shown in Section 9.

3.1.2 Performance Measures

3.1.2.1 The set of measures listed in all of Section 14 of this Appendix.

3.1.3 Non-compliance

3.1.3.1 The failure by **SBC-13STATE** to meet the Performance Criteria for any performance measure identified as an available measurement type in Section 14.

4. SPECIFIED PERFORMANCE STANDARDS

4.1 **SBC-13STATE** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond **SBC-13STATE**'s control, including but not limited to the following: (i) a Force Majeure event; (ii) an act or omission by a CLEC that is contrary to any of its obligations under its interconnection agreement with **SBC-13STATE** or law; (iii) environmental events beyond **SBC-13STATE**'s control even though not considered "Force Majeure"; and (iv) problems associated with third-party systems or equipment including systems, equipment and services provided by Service Bureau Provider, which could not be avoided by **SBC-13STATE** through the exercise of reasonable diligence, regardless of whether or not such third-party systems or equipment were sold to or otherwise being provided to **SBC-13STATE**.

5. OCCURRENCE OF A SPECIFIED PERFORMANCE BREACH

5.1 In recognition of either: 1) the loss of End User opportunities, revenues and goodwill which a CLEC might sustain in the event of a Specified Performance Breach; 2) the uncertainty, in the event of a Specified Performance Breach, of a CLEC having available to its End User opportunities similar to those opportunities available to **SBC-13STATE** at the time of a breach; or 3) the difficulty of accurately ascertaining the amount of damages a CLEC would sustain if a Specified Performance Breach occurs, **SBC-13STATE** agrees to pay the CLEC, subject to Section 6.1 below.

6. LIQUIDATED DAMAGES AS FORM OF REMEDY

6.l The Parties agree and acknowledge that a) the Liquidated Damages are not a penalty and have been determined based upon the facts and circumstances known by the Parties at the time of the negotiation and entering into this Agreement, with due consideration given to the performance expectations of each Party; b) the Liquidated Damages constitute a reasonable approximation of the damages the CLEC would sustain if its damages were readily ascertainable; and c) neither Party will be required to provide any proof of the Liquidated Damages.

7. LIQUIDATED DAMAGES PAYMENT PLAN; GENERALLY

7.1 Liquidated damages apply to the available, non-diagnostic measures designated in section 14 when **SBC-13STATE** delivers Non-complaint performance as defined in 3.1.3

7.2 The Table of Critical Values (Section 9) gives the maximum number, F, of measurements of those required to be reported to the CLEC that may fail the Performance Criteria in any month. Liquidated damages apply to Non-compliant measures that are in excess of the applicable value of F.

7.3 None of the liquidated damages provisions set forth in this proposal will apply during the first three months after a CLEC first purchases the type of service or unbundled network element(s) associated with a particular performance measurement or introduction of a new measure.

7.4 There are two kinds of failures of the Performance Criteria. *Ordinary* failures are failures on a measure for one month or two consecutive months. *Chronic* failures are failures on a measure for three consecutive months. Ordinary failures may be excused up to the applicable value of F from the Table of Critical Values. Chronic failures may not be excused in that manner. $500 is paid for each ordinary failure in excess of F. $15,000 is paid for each Chronic failure. For example, if the value of F is 8 and there are 10 Ordinary failures and 1 Chronic failure in a month, then the Liquidated Damages for that month would be (10-8)*$500 + $15,000 = $16,000. If there were 7 Ordinary failures and no Chronic failures, no Liquidated Damages would be paid.

8. LIQUIDATED DAMAGES; METHOD OF CALCULATION

8.1 **SBC-13STATE** and CLEC agree to use the following as statistical tests for evaluating the compliance of CLEC results with the Performance Criterion. These tests are applicable if the number of data points are greater than 30 for a given measurement.

8.2 The following list describes the tests to be used in evaluating the performance criterion. In each test, the important concept is the probability that the CLEC's results are significantly worse than either the comparable result for **SBC-13STATE** or the benchmark (whichever is relevant to the test). This probability is compared with the P value from the Table of Critical Values to decide if the measure meets the Performance Criterion. Probabilities that are less than the P value are deemed to have failed the test.

For parity measures that are expressed as Averages or Means, the following (Modified) Z test applies:

$z = (DIFF) / \delta_{DIFF}$

Where;
$DIFF = M_{ILEC} - M_{CLEC}$
M_{ILEC} = ILEC Average
M_{CLEC} = CLEC Average
$\delta_{DIFF} = SQRT [\delta^2_{ILEC} (1/ n_{CLEC} + 1/ n_{ILEC})]$
δ^2_{ILEC} = Calculated variance for ILEC.
n_{ILEC} = number of observations or samples used in ILEC measurement
n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the Z statistic is obtained from a standard normal distribution.

For parity measures that are expressed as Percentages or Proportions:

$z = (DIFF) / \delta_{DIFF}$

Where;
$DIFF = P_{ILEC} - P_{CLEC}$
P_{ILEC} = ILEC Proportion
P_{CLEC} = CLEC Proportion
$\delta_{DIFF} = SQRT [\delta^2_{ILEC} (1/ n_{CLEC} + 1/ n_{ILEC})]$
$\delta^2_{ILEC} = P_{ILEC} (1 - P_{ILEC})$.
n_{ILEC} = number of observations or samples used in ILEC measurement
n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the Z statistic is obtained from a standard normal distribution.

For parity measures that are expressed as Rates or Ratios:

$z = (DIFF) / \delta_{DIFF}$

Where;
$DIFF = R_{ILEC} - R_{CLEC}$
$R_{ILEC} = num_{ILEC}/denom_{ILEC}$
$R_{CLEC} = num_{CLEC}/denom_{CLEC}$
$\delta_{DIFF} = SQRT [R_{ILEC} (1/denom_{CLEC} + 1/ denom_{ILEC})]$

The probability of the Z statistic is obtained from a standard normal distribution.

In calculating the difference between the performances the formulae given above apply when a larger CLEC value indicates a higher quality of performance. For cases in which a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{CLEC} - M_{ILEC}$, $P_{CLEC} - P_{ILEC,}$ $R_{CLEC} - R_{ILEC}$).

For measures with benchmarks that are expressed as Averages or Means:

$t = (DIFF) / \delta_{DIFF}$

Where;
$DIFF = M_{CLEC} - BM$
M_{CLEC} = CLEC Average
BM = Benchmark
$\delta_{DIFF} = SQRT [\delta^2_{CLEC} (1/ n_{CLEC})]$
δ^2_{CLEC} = Calculated variance for CLEC.
n_{CLEC} = number of observations or samples used in CLEC measurement

The probability of the t statistic is obtained from Student's distribution with $n_{CLEC} - 1$ degrees of freedom.

For measures with benchmarks that are expressed as Percentages or Proportions:

When high proportions designate good service, the probability of the CLEC result is given by

$$\sum_{x=0}^{K} \binom{N}{x} B^x (1-B)^{N-x}$$

Where

K = PN

P = CLEC proportion

N = number of observations or samples used in CLEC measurement

B = benchmark expressed as a proportion

When low proportions designate good service, the probability of the CLEC result is given by

$$1-\sum_{x=0}^{K}\binom{N}{x}B^{x}(1-B)^{N-x}$$

with the same definition of symbols as is given above.

8.3 The following table will be used for determining the critical probabilities that define the Performance Criterion as well as the number of non-compliant measures that may be excused in a given month. The table is read as follows: (1) determine the number of measures to which Liquidated Damages are applicable and which have sample sizes greater than or equal to 30 cases. Let this number be M. (2) Find that row of the table such that M is within the range of values given in the first two columns of the table. (3) Reading across that row determine the value of F from the third column. (4) The critical probability for determining compliance in each statistical test performed on the M measures is calculated by interpolating the last two columns of the table for that row. For example, suppose a CLEC has 50 measures. The applicable row has the range of 49 to 60 measures. The F value for that row is 7 and the critical probabilities is

$$6.2\% - (6.2\% - 5\%)\frac{50-49}{60-49} = 6.1\%$$

9. TABLE OF CRITICAL VALUES

Number of Measures Reported to the CLEC (M)		(F)	Critical Probabilities for Assessing Parity and Compliance (P)	
Minimum Value in the Range Associated with F	Maximum Value in the Range Associated with F	Maximum Number of Failures that May be Excused	Probability for Minimum Value in the Range	Probability for Maximum Value in the Range
1	1	0	1.00%	1.00%
2	3	1	10.00%	5.90%
4	9	2	14.10%	5.30%
10	17	3	9.30%	5.20%
18	26	4	7.70%	5.20%
27	37	5	7.00%	5.10%
38	48	6	6.50%	5.10%
49	60	7	6.20%	5.00%
61	72	8	6.00%	5.00%
73	85	9	5.90%	5.00%
86	98	10	5.70%	5.00%
99	111	11	5.60%	5.00%
112	124	12	5.60%	5.00%
125	138	13	5.60%	5.00%
139	152	14	5.50%	5.00%
153	167	15	5.50%	5.00%
168	181	16	5.40%	5.00%
182	196	17	5.40%	5.00%
197	210	18	5.40%	5.00%
211	225	19	5.40%	5.00%
226	240	20	5.30%	5.00%
241	255	21	5.30%	5.00%
256	270	22	5.30%	5.00%
271	286	23	5.30%	5.00%
287	301	24	5.30%	5.00%
302	317	25	5.30%	5.00%
318	332	26	5.20%	5.00%
333	348	27	5.20%	5.00%
349	364	28	5.20%	5.00%
365	380	29	5.20%	5.00%
381	395	30	5.20%	5.00%
396	411	31	5.20%	5.00%
412	427	32	5.20%	5.00%
428	444	33	5.20%	5.00%

10. LIMITATIONS

10.1 **SBC-13STATE** will not be excused from payment of liquidated damages, as calculated by the rules set forth herein, on any grounds, except by application of

the procedure provided for under Section 11.5. Any dispute regarding whether a **SBC-13STATE** performance failure is excused under that paragraph will be resolved, through negotiation, through a dispute resolution proceeding under applicable Commission rules or, if the parties agree, through commercial arbitration with the American Arbitration Association.

10.2 **SBC-13STATE** shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement to the extent that such noncompliance was the result of actions or events beyond **SBC-13STATE**'s control, including but not limited to the following: (i) a Force Majeure event; (ii) an act or omission by a CLEC that is contrary to any of its obligations under its interconnection agreement with **SBC-13STATE** or law; (iii) environmental events beyond **SBC-13STATE**'s control even though not considered "Force Majeure"; (iv) problems associated with third-party systems or equipment which could not be avoided by **SBC-13STATE** through the exercise of reasonable diligence, regardless of whether or not such third-party systems or equipment were sold to or otherwise being provided to **SBC-13STATE** and (v) delays or other problems resulting from actions of a Service Bureau Provider acting as CLEC's agent for connection to SBC-LEC's OSS, including Service Bureau Provider processes, services, systems or connectivity.

10.3 If a Delaying Event (i) prevents a Party from performing an activity, then such activity will be excluded from the calculation of **SBC-13STATE**'s compliance with the Performance Criteria, or (ii) only suspends **SBC-13STATE**'s ability to timely perform the activity, the applicable time frame in which **SBC-13STATE**'s compliance with the Performance Criteria is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the Delaying Event.

11. RECORDS AND REPORTS

11.1 **SBC-13STATE** will not levy a separate charge for provision of the data to CLEC called for under this Appendix. Notwithstanding other provisions of this Agreement, the Parties agree that such data and associated records will be deemed Proprietary Information.

11.2 Reports are to be made available to the CLEC by the 20th day following the close of the calendar month. If the 20th day falls on a weekend or holiday, the reports will be made available the next business day.

11.3 CLEC will have access to monthly reports through an interactive Website.

11.4 **SBC-13STATE** will provide billing credits for the associated liquidated damages on or before the 30th day following the due date of the performance report for the month in which the obligation arose.

11.5 **SBC-13STATE** may not withhold payment of liquidated damages to CLEC, for any amount up to the amounts listed herein, unless **SBC-13STATE** has commenced an expedited dispute resolution proceeding on or before the payment due date, asserting one of the permitted grounds for excusing a damages payment below the procedural threshold as set out in Section 10.2 of this Appendix (Force Majeure, CLEC fault, Service Bureau Provider fault and non-**SBC-13STATE** problems associated with third-party systems or equipment including systems, services and equipment provided by Service Bureau Provider). In order to invoke the procedural threshold provisions allowing for escrow of damages obligations in excess of the amounts listed herein to CLEC, **SBC-13STATE** will pay the balance into escrow, and commence the show cause proceeding on or before the payment due date. These procedural thresholds are based on the aggregate damages to all CLECs in the designated state.

State	Monthly Maximum
Arkansas	$.072M
California	$1.26M
Connecticut	$.168M
Illinois	$.51M
Indiana	$.165M
Kansas	$.101M
Michigan	$.392M
Missouri	$.189M
Nevada	$.024M
Ohio	$.296M
Oklahoma	$.120M
Texas	$.713M
Wisconsin	$.158M

12. AUDITS

12.1 CLEC and **SBC-13STATE** will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Appendix. In the event that CLEC requests such consultation and the issues raised by CLEC have not been resolved within 30 days after CLEC's request for consultation, then **SBC-13STATE** will allow CLEC to commence a mini-audit, at CLEC's expense, upon providing **SBC-13STATE** 5 days advance written notice (including e-mail).

12.2 CLEC is limited to auditing three (3) single measures/submeasures during the year (hereafter, "Mini-Audits"). No more than three (3) Mini-Audits will be conducted simultaneously for all CLECs, unless more than one CLEC wants the same measure/sub-measure audited at the same time, in which case, Mini-Audits of the same measure/submeasure shall count as one Mini-Audit for the purposes of this paragraph only.

12.3 CLEC will bear the expense of the mini-audits, unless **SBC-13STATE** is found to be "materially" misreporting or misrepresenting data or to have non-compliant procedures, in which case, **SBC-13STATE** will pay for the costs of the third party auditor. "Materially" at fault means that a reported successful measure changes as a consequence of the audit to a missed measure, or there is a change from an ordinary missed measure to another category, if such exists. Each party to the mini-audit shall bear its own internal costs, regardless of which party ultimately bears the costs of the third party auditor. The major service categories are listed below:

Pre-Ordering/Ordering
Provisioning
Maintenance
Interconnection
Coordinated Conversions
Collocation
Billing

13. INITIAL IMPLEMENTATION

13.1 The Parties agree that none of the liquidated damages provisions set forth in this Appendix will apply during the first three months after first purchases of the a new type of service or unbundled network element(s) associated with a particular Performance Measurement or after the introduction of a new measure. During this three month period the Parties agree to consider in good faith any adjustments that may be warranted to the Performance Criteria for that Performance Measurement.

14. PERFORMANCE MEASUREMENTS

SBC-13STATE will provide the following Performance Measurements, in accordance with the Business Rules, under this Agreement.

14.1 Pre-Ordering/Ordering

14.1.1 **Measurement:** FOC Timeliness

Benchmarks:

***SBC-SWBT/SBC-AMERITECH**

All Res and Bus - 95%
Complex Bus - 94%
UNE Loop (1-49) - 95%
UNE Loop (>50) - 94%
Switch Ports - 95%
The average for the remainder of each measure disaggregated shall not exceed 20% of the established benchmark

***PACIFIC/NEVADA**

Fully electronic flow through - average 20 minutes
Electronically rec[1]eived/Manually handled - average 6 hours
Manually received/Manually handled – average 12 hours
Interconnection Trunks Standard –
New: average 7 days
Augment: average 4 days

SNET

90% ≤ 24 business hours (MSAP only)

14.1.2 **Measurement:** Pre-Order Response Time

Benchmarks:

***SBC-SWBT/SBC-AMERITECH**

Address Verification	4.7 sec
Request for Telephone Number	4.5 sec
Request for Customer Service Record (CSR)	6.6 sec.
Service Availability	6.6 sec.
Service Appointment Scheduling (Due Date)	1.0 sec.
Dispatch Required	12.6 sec.
PIC	Diagnostic only

***PACIFIC/NEVADA**

[1] *****Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS paragraph 2.10.1

Mechanized:

Address Verification	4.5 sec
Request for Telephone Number	4.5 sec
Request for Customer Service Record (CSR)	10.0 sec.
Service Availability	8.0 sec.
Service Appointment Scheduling (Due Date)	2.0 sec.
Dispatch Required	11.0 sec.

Manual:
CSRs Standard – 95% in 4 hours
Facilities Availability Inquiries (K1023) - Parity
SNET
98% ≤ 5 sec. (MSAP only)

14.1.3 **Measurement:** Percentage of Flow-Through Order
Benchmarks:
***SBC-SWBT/SBC-AMERITECH**
Diagnostic only
***PACIFIC/NEVADA**
Diagnostic only
SNET
Measure not available

14.1.4 **Measurement:** OSS Interface Availability
Benchmarks:

***SBC-SWBT/SBC-AMERITECH**
99.5%[2]
***PACIFIC/NEVADA**
Parity for systems used by both **PACIFIC/NEVADA** and CLEC.
99.25% for OSS interfaces used exclusively by CLECs.
SNET
98.9% (MSAP only)

14.1.5 **Measurement:** Completion Notice Timeliness

[2] *****Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, paragraph 2.10.1.

Benchmarks:
***SBC-SWBT/SBC-AMERITECH**
97%
***PACIFIC/NEVADA**
Fully electronic (orders that flow through) (LEX, EDI) – average 20 minutes
All other interfaces – 90% within 24 hours
SNET
98% within ≤ 2 hours (Dispatched Service Orders only)

14.2 Provisioning

14.2.6 **Measurement:** Installation Appointment Commitment
Benchmarks:
***SBC-SWBT/SBC-AMERITECH**
POTS:
Resale POTS parity between Field Work compared to **SBC-SWBT** Field Work (N, T, C order types) and No Field Work compared to **SBC-SWBT** Retail No Field Work (N, T, and C order types). UNE Combo parity[3] between Field Work compared to **SBC-SWBT** Field Work (N, T, C order types) and No Field Work compared to **SBC-SWBT** Retail No Field Work (N, T, C order types).
Design:
Parity with **SBC-SWBT** retail
UNE:

	Parity:	Retail Comparison:
1	8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (FW)	POTS (Res/Bus FW)
1a	8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (NFW)	POTS (Res/Bus NFW)
2	5.0 dB Loop with Test Access and 5.0 dB Loop without Test Access	VGPL
3	BRI Loop with Test Access	ISDN
4	ISDN BRI Port	ISDN
	Parity:	Retail Comparison:
5	DS1 Loop with Test Access	DS1
6	DS1 Dedicated Transport	DS1
7	Subtending Channel (23B)	DDS
8	Subtending Channel (1D)	DDS

[3] *Refer to INTERCONNECTION AGREEMENT:GENERAL TERMS AND CONDITIONS, paragraph 2.10.1.

9	Analog Trunk Port	VGPL
10	Subtending Digital Direct Combination Trunks	VGPL
11	DS3 Dedicated Transport	DS3
12	Dark Fiber	DS3
13	DSL Loops	DS1

***PACIFIC/NEVADA**

POTS: Parity
Design: Parity
UNE:

Parity:	Retail Comparison:
2/4w (8db) analog loop (incl. Coin/analog, PBX)	POTS – Business (fielded)
2/4w (5.5 db) assured analog loop	POTS Business Assured (PBX)
2w digital loop (ISDN capable)	ISDN (BRI)
2w digital loop (xDSL capable)	ADSL
4w digital loop (1.544Mbps capable)	DS1
UNE Port – Basic Analog/Coin	POTS – Business (fielded)
UNE Port – CENTREX	CENTREX
UNE Port – ISDN (BRI)	CENTREX
UNE Port – DS1/ISDN – PRI (incl. DS[4]1 line port)	DS1/ISDN (PRI)
UNE Port – PBX DID	PBX DID
UNE Dedicated Transport (incl. DS1 and DS3)	HICAP (DS1 & DS3)
UNE Platform	Analogous Retail Service
Interconnection Trunks	ILEC Dedicated Trunks

SNET

POTS: Parity
Digital Specials: Parity
Analog Specials: Parity

14.2.7 **Measurement:** Installation Trouble Reports
Benchmarks:

[4] *Refer to INTERCONNECTION AGREEMENT:GENERAL TERMS AND CONDITIONS, paragraph 2.10.1.

***SBC-SWBT/SBC-AMERITECH**

POTS:

Resale POTS parity between Field Work compared to **SBC-SWBT** Field Work (N, T, C order types) and No Field Work compared to **SBC-SWBT** Retail No Field Work (N, T, and C order types). UNE Combo parity between Field Work compared to **SBC-SWBT** Field Work (N, T, C order types) and No Field Work compared to **SBC-SWBT** Retail No Field Work (N, T, C order types).

Design:

Parity with **SBC-SWBT** retail

UNE:

	Parity:	Retail Comparison:
1	8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (FW)	POTS (Res/Bus FW)
1a	8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (NFW)	POTS (Res/Bus NFW)
2	5.0 dB Loop with Test Access and 5.0 dB Loop without Test Access	VGPL
3	BRI Loop with Test Access	ISDN
4	ISDN[5] BRI Port	ISDN
5	DS1 Loop with Test Access	DS1
6	DS1 Dedicated Transport	DS1
7	Subtending Channel (23B)	DDS
8	Subtending Channel (1D)	DDS
9	Analog Trunk Port	VGPL
10	Subtending Digital Direct Combination Trunks	VGPL
11	DS3 Dedicated Transport	DS3
12	Dark Fiber	DS3
13	DSL Loops	DS1

***PACIFIC/NEVADA**

POTS: Parity

[5] *Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, paragraph 2.10.1.

Design: Parity
UNE:

Parity:	Retail Comparison:
2/4w (8db) analog loop (incl. Coin/analog, PBX)	POTS – Business (fielded)
Parity:	Retail Comparison:
2/4w (5.5 db) assured analog loop	POTS Business Assured (PBX)
2w digital loop (ISDN capable)	ISDN (BRI)
2w digital loop (xDSL capable)	ADSL
4w digital loop (1.544Mbps capable)	DS1
UNE Port – Basic Analog/Coin	POTS – Business (fielded)
UNE Port – CENTREX	CENTREX
UNE Port – ISDN (BRI)	CENTREX
UNE Port – DS1/ISDN – PRI (incl. DS1 line port)	DS1/ISDN (PRI)
UNE Port – PBX DID	PBX DID
UNE Dedicated Transport (incl. DS1 and DS3)	HICAP (DS1 & DS3)
UNE Platform	Analogous Retail Service
Interconnection Trunks	ILEC Dedicated Trunks

SNET
POTS:[6] Parity
Digital Specials: Parity
Analog Specials: Parity

14.2.8 **Measurement:** Installation Interval
Benchmark:
***SBC-SWBT/SBC-AMERITECH**
POTS:
Resale POTS parity between Field Work compared to **SBC-SWBT** Field Work (N, T, C order types) and No Field Work compared to **SBC-SWBT** Retail No Field Work (N, T, and C order types). UNE Combo parity between Field Work compared to **SBC-SWBT** Field Work (N, T, C order types) and No Field Work compared to **SBC-SWBT** Retail No Field Work (N, T, C order types).

Design:
Parity with **SBC-SWBT** retail
UNE:

[6] *Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITONS, paragraph 2.10.1.

95% within "X" days

2 Wire Analog and Digital and INP (1-10) -	3 days
2 Wire Analog and Digital and INP (11-20) -	7 days
2 Wire Analog and Digital and INP (20+) -	10 days
DS1 loop (includes PRI) (1-10) -	3 days
DS1 loop (includes PRI) (11-20) -	7 days
DS1 loop (includes PRI) (20+) -	10 days
XDSL loop (1-10) -	3 days
XDSL loop (11-20) -	7 days
XDSL loop (20+) -	10 days
Switch Ports – Analog Port -	2 days
Switch Ports – BRI Port (1–50) -	3 days
Switch Ports – BRI Port (50+) -	5 days
Switch Ports – PRI Port (1–20) -	5 days
Switch Ports – PRI Port (20+) -	10 days
DS1 Trunk Port (1-10)	3 days
DS1 Trunk Port (11-20)	5 days
DS1 Trunk Port (20+)	ICB
Dedicated Transport (DS0, DS1, DS3) (1-10)	3 days
Dedicated Transport (DS0, DS1, DS3) (11-20)	5 days
Dedicated Transport (DS0, DS1, DS3) (20+)	ICB

DSL: Parity with **SBC-SWBT**

***PACIFIC/NEVADA**

POTS: Parity

Design: Parity

UNE:

Parity:	Retail Comparison:
2/4w (8db) analog loop (incl. Coin/analog, PBX)	POTS – Business (fielded)
2/4w (5.5[7] db) assured analog loop	POTS Business Assured (PBX)
2w digital loop (ISDN capable)	ISDN (BRI)
2w digital loop (xDSL capable)	ADSL
4w digital loop (1.544Mbps capable)	DS1
UNE Port – Basic Analog/Coin	POTS – Business (fielded)
UNE Port – CENTREX	CENTREX
UNE Port – ISDN (BRI)	CENTREX
UNE Port – DS1/ISDN – PRI (incl. DSI line port)	DS1/ISDN (PRI)
UNE Port – PBX DID	PBX DID

[7] *Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, paragraph 2.10.1.

UNE Dedicated Transport (incl. DS1 and DS3)	HICAP (DS1 & DS3)
UNE Platform	Analogous Retail Service
Parity:	Retail Comparison:
Interconnection Trunks	ILEC Dedicated Trunks

DSL: Parity

SNET

POTS:

Vertical Feature/Simple:	Parity
Non Dispatched	Parity
Dispatched	Parity
Digital Specials:	Parity
Analog Specials:	Parity
DSL:	No measure available.

14.2.9 **Measurement:** Delayed Order Interval

Benchmark:

***SBC-SWBT/SBC-AMERITECH**

POTS:

Resale POTS parity between Field Work compared to **SBC-SWBT** Field Work (N, T, C order types) and No Field Work compared to **SBC-SWBT** Retail No Field Work (N, T, and C order types). UNE Combo parity between Field Work compared to **SBC-SWBT** Field Work (N, T, C order types) and No Field Work compared to **SBC-SW[8]BT** Retail No Field Work (N, T, C order types).

Design:

Parity with **SBC-SWBT** retail

UNE:

	Parity:	Retail Comparison:
1	8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (FW)	POTS (Res/Bus FW)
1a	8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (NFW)	POTS (Res/Bus NFW)
2	5.0 dB Loop with Test Access and 5.0 dB Loop without Test Access	VGPL
3	BRI Loop with Test Access	ISDN
4	ISDN BRI Port	ISDN
5	DS1 Loop with Test Access	DS1
6	DS1 Dedicated Transport	DS1

[8] *Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, paragraph 2.10.1.

7	Subtending Channel (23B)	DDS
8	Subtending Channel (1D)	DDS
9	Analog Trunk Port	VGPL
10	Subtending Digital Direct Combination Trunks	VGPL
11	DS3 Dedicated Transport	DS3
12	Dark Fiber	DS3
13	DSL Loops	DS1

***PACIFIC/NEVADA**

POTS: Parity

Design: Parity

UNE: Parity:	Retail Comparison:
2/4w (8db) analog loop (incl. Coin/analog, PBX)	POTS – Business (fielded)
2/4w (5.5 db) assured analog loop	POTS Business Assured (PBX)
2w digital loop (ISDN capable)	ISDN (BRI)
2w digital loop (xDSL capable)	ADSL
4w digital loop (1.544Mbps capable)	DS1
UNE Port – Basic Analog/Coin	POTS – Business (fielded)
UNE Port – CENTREX	CENTREX
UNE Port – ISDN (BRI)	CENTREX
UNE Port – DS1/ISDN – PRI (incl. DS1 line port)	DS1/ISDN (PRI)
UNE Port – PBX DID	PBX DID
UNE Dedicated Tr[9]ansport (incl. DS1 and DS3)	HICAP (DS1 & DS3)
UNE Platform	Analogous Retail Service
Interconnection Trunks	ILEC Dedicated Trunks

SNET

No measure available.

14.2.10 **Measurement:** Average Response Time for Loop Qualification Information

Benchmark:

***SBC-SWBT/SBC-AMERITECH**

Parity

[9] *Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, paragraph 2.10.1.

***PACIFIC/NEVADA**
Parity
SNET
No measure available.

14.3 Maintenance

14.3.11 **Measurement:** Repair Appointment Commitment
Benchmark:
***SBC-SWBT/SBC-AMERITECH**
POTS:
Parity with Retail
UNE Combo:
Parity with Business and Residence combined.
UNE:
Parity with POTS Business and Residence combined
***PACIFIC/NEVADA**
POTS: Parity
UNE:

Parity:	Retail Comparison:
2/4w (8db) analog loop (incl. Coin/analog, PBX)[10]	POTS – Business (fielded)
2/4w (5.5 db) assured analog loop	POTS Business Assured (PBX)
2w digital loop (ISDN capable)	ISDN (BRI)
2w digital loop (xDSL capable)	ADSL
4w digital loop (1.544Mbps capable)	DS1
UNE Port – Basic Analog/Coin	POTS – Business (fielded)
UNE Port – CENTREX	CENTREX
UNE Port – ISDN (BRI)	CENTREX
UNE Port – DS1/ISDN – PRI (incl. DS1 line port)	DS1/ISDN (PRI)
UNE Port – PBX DID	PBX DID
UNE Dedicated Transport (incl. DS1 and DS3)	HICAP (DS1 & DS3)
UNE Platform	Analogous Retail Service
Interconnection Trunks	ILEC Dedicated Trunks

SNET
POTS: Parity
Digital Specials: Parity

[10] *Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, paragraph 2.10.1.

Analog Specials: Parity

14.3.12 **Measurement:** Repeated Trouble Reports
Benchmark:
***SBC-SWBT/SBC-AMERITECH**
POTS:
Parity with Retail
UNE Combo:
Parity with Business and Residence combined.
Design:
Parity with Retail
UNE:

	Parity:	Retail Comparison:
1	8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (FW)	POTS (Res/Bus FW)
1a	8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (NFW)	POTS (Res/Bus NFW)
2	5.0 dB Loop with Test Access and 5.0 dB Loop without Test Access	VGPL
3	BRI Loop with Test Access	ISDN
4	ISDN BR[11]I Port	ISDN
5	DS1 Loop with Test Access	DS1
6	DS1 Dedicated Transport	DS1
7	Subtending Channel (23B)	DDS
8	Subtending Channel (1D)	DDS
9	Analog Trunk Port	VGPL
10	Subtending Digital Direct Combination Trunks	VGPL
11	DS3 Dedicated Transport	DS3
12	Dark Fiber	DS3
13	DSL Loops	DS1

***PACIFIC/NEVADA**
POTS: Parity
Design: Parity
UNE:

Parity:	Retail Comparison:
2/4w (8db) analog loop (incl.	POTS – Business

[11] *Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, paragraph 2.10.1.

Coin/analog, PBX)[12]	(fielded)
2/4w (5.5 db) assured analog loop	POTS Business Assured (PBX)
2w digital loop (ISDN capable)	ISDN (BRI)
2w digital loop (xDSL capable)	ADSL
4w digital loop (1.544Mbps capable)	DS1
UNE Port – Basic Analog/Coin	POTS – Business (fielded)
UNE Port – CENTREX	CENTREX
UNE Port – ISDN (BRI)	CENTREX
UNE Port – DS1/ISDN – PRI (incl. DS1 line port)	DS1/ISDN (PRI)
UNE Port – PBX DID	PBX DID
UNE Dedicated Transport (incl. DS1 and DS3)	HICAP (DS1 & DS3)
UNE Platform	Analogous Retail Service
Interconnection Trunks	ILEC Dedicated Trunks

SNET
POTS: Parity

14.3.13 **Measurement:** Mean Time to Repair
Benchmark:
***SBC-SWBT/SBC-AMERITECH**
POTS:
Parity with Retail
UNE Combo:
Parity with Business and Residence combined.
Design:
Parity with Retail

UNE:

	Parity:	Retail Comparison:
1	8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (FW)	POTS (Res/Bus FW)
1a	8.0 dB Loop with Test Access and 8.0 dB Loop without Test	POTS (Res/Bus NFW)

[12] *Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, paragraph 2.10.1.

	Access (NFW) Parity:	Retail Comparison:
2	5.0 dB Loop with Test Access and 5.0 dB Loop without Test Access	VGPL
3	BRI Loop with Test Access	ISDN
4	ISDN BRI Port	ISDN
5	DS1 Loop with Test Access	DS1
6	DS1 Dedicated Transport	DS1
7	Subtending Channel (23B)	DDS
8	Subtending Channel (1D)	DDS
9	Analog Trunk Port	VGPL
10	Subtending Digital Direct Combination Trunks	VGPL
11	DS3 Dedicated Transport	DS3
12	Dark Fiber[13]	DS3
13	DSL Loops	DS1

***PACIFIC/NEVADA**

POTS: Parity
Design: Parity
UNE: Parity

SNET

POTS: Parity
Digital Specials: Parity
Analog Specials: Parity

14.3.14 **Measurement:** Customer Trouble Report Rate

Benchmark:

***SBC-SWBT/SBC-AMERITECH**

POTS:
Parity with Retail
UNE Combo:
Parity with Business and Residence combined.
Design:
Parity with Retail
UNE:

	Parity:	Retail Comparison:
1	8.0 dB Loop with Test Access and 8.0 dB Loop without Test Access (FW)	POTS (Res/Bus FW)
1a	8.0 dB Loop with Test Access and 8.0 dB Loop without Test	POTS (Res/Bus NFW)

[13] *Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, paragraph 2.10.1.

	Access (NFW)	
	Parity:	Retail Comparison:
2	5.0 dB Loop with Test Access and 5.0 dB Loop without Test Access	VGPL
3	BRI Loop with Test Access	ISDN
4	ISDN BRI Port	ISDN
5	DS1 Loop with Test Access	DS1
6	DS1 Dedicated Transport	DS1
7	Subtending Channel (23B)	DDS
8	Subtending Channel (1D)	DDS
9	Analog Trunk Port	VGPL
10	Subtending Digital Direct Combination Trunks	VGPL
11	DS3 Dedicated Transport	DS3
12	Dark Fiber	DS3
13	DSL Loops	DS1

***PACIFIC/NEVADA**

POTS: Parity

Design: Parity

UNE:

Parity:	Retail Comparison:
2/4w (8db) analog loop (incl. Coin/analog, PBX)	POTS – Business (fielded)
2/4w (5.5 db) assured analog loop	POTS Business Assured (PBX)
2w digital loop (ISDN capable)	ISDN (BRI)
2w digital loop[14] (xDSL capable)	ADSL
4w digital loop (1.544Mbps capable)	DS1
UNE Port – Basic Analog/Coin	POTS – Business (fielded)
UNE Port – CENTREX	CENTREX
UNE Port – ISDN (BRI)	CENTREX
UNE Port – DS1/ISDN – PRI (incl. DS1 line port)	DS1/ISDN (PRI)
UNE Port – PBX DID	PBX DID
UNE Dedicated Transport (incl. DS1 and DS3)	HICAP (DS1 & DS3)
UNE Platform	Analogous Retail Service
Interconnection Trunks	ILEC Dedicated Trunks

[14] *Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, paragraph 2.10.1.

SNET
POTS: Parity

14.4 Interconnection

14.4.15 **Measurement:** Average Trunk Restoration for Service Affecting Trunk Groups
Benchmark:
***SBC-SWBT/SBC-AMERITECH**
Tandem trunk Groups: 1 hour
Non-Tandem: 2 hours
***PACIFIC/NEVADA**
Tandem trunk Groups: 1 hour
Non-Tandem: 2 hours
SNET
No measure available.

14.4.16 **Measurement:** Percent Trunk Blockage
Benchmark:
***SBC-SWBT/SBC-AMERITECH**
Dedicated Trunk Groups not to exceed blocking standard of B.01.
***PACIFIC/NEVADA**
Dedicated Trunk Groups not to exceed blocking standard of B.01.
SNET
No measure available.

14.4.17 **Measurement:** Percent Blocking on Common Trunks
Benchmark:
***SBC-SWBT/SBC-AMERITECH**
PUC Subst. R. 23.61 (e)[15](5)(A) or parity, whichever allows less blockage in a given month. Common trunk groups exceeding 1% blockage, reported for switch based CLECs, shall be compared to dedicated trunk groups designed for B.01 standard for parity compliance.
***PACIFIC/NEVADA**
2% of trunk groups blocking at no more than 2% blocking
SNET
No measure available.

14.5 Coordinated Conversions

14.5.18 **Measurement** – Coordinated Customer Conversions

[15] *Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, paragraph 2.10.1.

Benchmark:
***SBC-SWBT/SBC-AMERITECH**
2% or less premature disconnects starting 10 minutes before scheduled time
***PACIFIC/NEVADA**
Parity
SNET
No measure available.

14.6 Collocation

14.6.19 **Measurement:** Percent Missed Collocation Due Dates
Benchmark:
***SBC-SWBT/SBC-AMERITECH**
95% within the due date. Damages and Assessment will be calculated based on the number of days late.
***PACIFIC/NEVADA**
95% within the due date..
SNET
No measure available.

14.7 Billing

14.7.20 **Measurement:** Wholesale Bill Timeliness
Benchmark:
***SBC-SWBT/SBC-AMERITECH**
95% within 6th [16] work day
***PACIFIC/NEVADA**
99% within 10 days
SNET
No measure available.

15. APPLICABILITY OF OTHER RATES, TERMS, AND CONDITIONS

15.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation,

[16] *Refer to INTERCONNECTION AGREEMENT: GENERAL TERMS AND CONDITIONS, paragraph 2.10.1.

construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.